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Cook County Recorder



LOAN NO. 1112624

WAPPEN P. THOMAS This form was prepared by:

SUITE 105, CHICAGO, IL 60614 1640 N. WELLS AVE.,

, tel. no.:

w4 211154B6

ASSICNMENT OF MORTGAGE

795/665
For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is

1640 NORTH WELLS, SUITE 105, CHICAGO, ILLINOIS

does hereby grant, sell, assign, transfer and convey, ut to he

FIRSTAR BANK, N.A.

a corporation organized and existing under the laws of

whose address is

a certain Mortgage dated

NOVEMBER 19,

FRANK R. KNIGHT, MARRIED TO KELLY KNIGH

(herein"Assignee'

, made and executed by

to and in favor of

CHICAGO BANCORP, INC.

property situated in

COOK

County, State of Illinois.

upon the following described

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADI.

Parcel ID#: 17-20-401-005-0000

1715 S. RACINE AVENUE, CHICAGO, ILLINOIS 60608 Property Address:

such Mortgage having been given to secure payment of

ONE HUNDRED SEVENTY-THREE THOUSAND TWO HUNDRED TWENTY AND 00/100

173,220.00

which Mortgage is of record in Book, Volume, or Liber No.

, at page

(or as No.

) of the

Records of

COOK

County,

)

State of Illinois, together with the note(s) and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

(Include the Original Principal Amount)

Illinois Assignment of Mortgage

Page 1 of 2

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BOX 333-CTT

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TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on November 19, 2001

CHICAGO BANCORP,

WARREN P. THOMAS By: Its:

VICE PRESIDENT

LAURA VETTER By: Its: SECRETARY

STATE OF

ILLINOIS

COUNTY OF COOK

On

before me, the undersigned, A Notary Public in and for said County and State

WARREN P. THOMAS

known to me to be the

VICE PRESIDENT

known to me to be

SECRETARY

LAURA.

the corporation here...
rporation, that the said insu...
solution of its Board of Directors and

Notary Public Betage das Martinely

197H day of None My Com.

My Com. of the corporation herein which executed the within instrument, that the seal affixed to said instrument is the said corporation, that the said instrumer was signed and sealed on behalf of said corporation pursuant to its by-laws of a resolution of its Board of Directors and that he/she acknowledges said instrument to be the free act of said corporation.

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1-4 FAMILY RIDER

Assignment of Rents

2 of 4 2001 19TH day of NOVEMBER THIS 1-4 FAMILY RIDER is made this and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Feed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrov'er s Note to

CHICAGO BANCORP, INC.

(the

"Lender") of the same date and covering the Property described in the Security Instrument and located at:

1715 S. PACINE AVENUE CHICAGO, ILLINOIS 60608

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubi, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, a cluding replacements and additions thereto, shall be deemed to be and remain a part of the Property cevered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 I ami'y Rider and the Security Instrument as the "Property."

MULTISTATE 1- 4 FAMILY RIDER - Freddie Mac Uniform Instrument

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(9705) (9705)

VMP MORTGAGE FORMS - (800)521-7291

LOAN NO. 11126242

Form 3170 3/93

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- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - E. "BORROWL'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreen en set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have ne right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discret on As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a least nold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the kents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides othe wise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v. Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

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Form 3170 3/93

LOAN NO. 11126242

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If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents

and has not and will not perform any act that would prevent Lender from exercising its rights under this

paragraph.

Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAUL C PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of

the remedies permitted by the Sccu ity Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this A Family Rider. (Seal) (Seal) -Borrower -Borrower (Seal) (Seal) -Borrower -Borrower (Seal) (Seal) -Borrower -Borrower (Seal) (Seal) -Borrower -Borrower Form 3170 3/93 Page 3 of 3 (9705)

LOAN NO. 11126242

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STREET ADDRESS: 1715 S. RALIN OFFICIAL COPY 20266891

TAX NUMBER: 17-20-401-005-0000

LEGAL DESCRIPTION:

LOT 53 IN SCHOENBERGER'S SUBDIVISION OF BLOCK 1 IN ASSESSOR'S DIVISION OF THE NORTH QUARTER OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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